

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-196
ANNUAL REQUIREMENTS FOR
IRRIGATION, REPAIRS AND MAINTENANCE SERVICES
FOR DOWNTOWN LINCOLN

DATE: August 11, 2006

CONTRACT PERIOD: May 1, 2006 to April 17, 2007

CONTRACTOR: Judson Irrigation Inc.
3901 S. 6th St., Ste. C
Lincoln NE 68502

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Judson Byleen
Telephone No.: 420-6277
FAX No.: 420-9311
E-Mail Address: jbyleen@neb.rr.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Contract & Specifications

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #76968
Dated:8-7-06

**ANNUAL REQUIREMENTS FOR IRRIGATION REPAIRS AND MAINTENANCE SERVICE
FOR DOWNTOWN LINCOLN
CONTRACT AGREEMENT
SPECIFICATION NO. 06-196**

THIS AGREEMENT, made this 7 day of August, 2006 by and between Judson Irrigation Inc., 3121 S. 6th St., C, Lincoln, NE 68502, hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1. TERM

The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through April 17, 2007, with option to renew for one (1) additional one-year term upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

2. RATES

2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.

2.1.1 For the remainder of the year, there will be two monthly payments of \$1,916.00/month (August and September) and \$4,588.50 for system shut down at the end of the year for a total of \$8,420.50.

2.1.2 Contractor will provide additional irrigation service needs at an hourly service rate of \$68.00.

2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

3. MAINTENANCE REQUIREMENTS

3.1 Irrigated landscape beds will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement.

3.2 **ANNUAL SPRING START UP** (Performed by the 4th week of April)

3.2.1 Activate irrigation system.

3.2.2 Flush out the entire system to clear of debris.

3.2.3 Operate and observe the entire system and check for clogged nozzles and emitters. Remove any calcium buildup that may have occurred over the previous season.

3.2.4 Identify broken or damaged nozzles, heads and emitters, if any.

3.2.5 Inspect for leaking valves and identify those which need repair.

3.2.6 Check the controller for each station in the system(s). Replace batteries annually.

3.2.7 Update wireless valve programmer. Replace batteries annually.

3.2.8 Inventory broken and damaged systems, if any. Provide itemized list and cost estimate for repairs. Submit to Downtown Lincoln Association at 434-6904.

3.2.9 Program sprinkler system operating schedule. Hours of operation to be coordinated with the Downtown Lincoln Association.

3.3 **ANNUAL WINTERIZATION** (Performed by the last week of October)

3.3.1 Turn off water supply to the irrigation system, this includes turning off the main shut off valve(s).

3.3.2 Automatic systems need to have the controller (timer) shut down.

3.3.3 Backflow preventers need to be removed where applicable.

- 3.3.4 All water needs to be removed from the pipes and sprinklers.
- 3.3.5 Turn off and open all manual drain valves where applicable.
- 3.3.6 Blow-out the irrigation system. Allow air to run until all the water is blown out and only air is exiting through the sprinkler heads and turn off the valve. Continue process onto the next valve until all valve circuits have been blown out.
NOTE: Never turn off all of the valves while the air compressor is running.
- 3.3.7 Once all valves have been blown out, repeat the process beginning with the first valve.
- 3.3.8 Turn the automatic controller onto "rain mode" or turn off when blowing out the system has finished. Install threaded caps over the open ends of the Backflow preventer risers, anti-siphon valve risers, and any blow out fittings until spring.

3.4 **MONTHLY MAINTENANCE**

- 3.4.1 Contractor shall consistently maintain all components of the irrigation system in proper working order, as per manufacturer's specifications, by inspecting the entire system on an ongoing basis.
- 3.4.2 Spray heads, drip lines and quick couplers shall be checked on an ongoing basis such that the entire system is checked each month. Malfunctioning systems will be corrected immediately. Methods of detection include: visual sightings of water on hardscape and property, soil probing, meter monitoring and specific line observations.
- 3.4.3 Weekly or bimonthly reprogramming of the irrigation controller may occur at the request of the City. All run times should take into account valve precipitation rates, soil conditions, microclimate conditions, and consideration of slope. Before scheduling run times the site should be walked and planted areas inspected to observe plant stress and health. Soil moisture levels should be inspected through planted areas, and appropriate adjustments made to the irrigation schedule.
- 3.4.4 Irrigation scheduling will be performed to encourage deep roots, including deep watering through use of multiple repeat cycles. Soil probing shall be used to determine soil moisture depth, overall moisture levels and the need to adjust irrigation schedules. Soils will be allowed to dry to a 50% moisture depletion level between irrigation in order to avoid root-rot and allow adequate air to be present in the soil.
- 3.4.5 Monthly activation of all irrigation valves. Each valve should be operated individually to inspect for and correct the following conditions: misaligned irrigation heads, clogged or obstructed heads, missing or vandalized heads, low-head drainage conditions, overspray onto hardscaped areas, poor coverage or uniformity, stuck valves, and broken risers, laterals or mains. Contractor shall list and report all irrigation system damages to the Downtown Lincoln Association with a cost estimate of repair/replacement.
- 3.4.6 Irrigation system pressure shall be checked and adjusted at least monthly to insure efficient operation of irrigation system.
- 3.4.7 Irrigation scheduling will be coordinated with all other maintenance activities.

4. **TERMINATION**

- 4.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.
- 4.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 4.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

5. INSURANCE

The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

6. INDEMNIFICATION

6.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.

6.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

7. NON-DISCRIMINATION

7.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

7.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

7.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

8. DRUG FREE WORKPLACE

8.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.

8.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

9. INDEPENDENT CONTRACTOR

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

10. INVOICES

10.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the Downtown Lincoln Association at 1200 N Street, Suite 101, Lincoln, Nebraska 68508.

10.2 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

11. ASSIGNMENT

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

12. **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this 7th day of August, 2006.

City of Lincoln, Nebraska

Attest

Jon E. Ross
City Clerk



Contractor

Judson Irrigation Inc.
Company Name

3901 S. 6th Suite C
Street Address

Lincoln NE 68507
City State Zip Code

470-6277
Telephone Number(s)

Colleen J. Seung
Mayor

By:

Judson Byteen
Name (Print)

John Byteen
Signature

President
Title

Original
Tudson Trv.

SPECIFICATION NO. 06-196
BID OPENING TIME: 12:00 NOON
DATE: June 28, 2006

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers None through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

**REQUIREMENTS FOR IRRIGATION REPAIRS & MAINTENANCE SERVICES
(DOWNTOWN LINCOLN)**

WORK REQUIREMENTS		PRICE
Annual Spring Start Up	Total Lump Sum Price	\$ <u>3242⁵⁰</u>
Annual Winterization	Total Lump Sum Price	\$ <u>4588⁵⁰</u>
Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Spring Start Up and Winterization)	\$ <u>1916⁰⁰</u> /Month
Service Call*	Hourly Price	\$ <u>68⁰⁰</u> /Hour

*** NOTE:** Any service call for a site visit, inspection or repair outside the specifications outlined herein must be approved by the City before being performed by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the site visit, inspection or repair that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to perform such task.

BID SECURITY REQUIRED: YES _____ NO ✓ _____

Contract Extension Renewal is an Option (Subject to mutual consent by Contractor and City)

YES ✓ _____ NO _____

TERM PRICE CLAUSE: **BIDDER MUST STATE**

A. Bid prices firm for the full contract period: ✓ _____; or

B. Bid prices subject to escalation/de-escalation: _____.

C. If (b), state period for which bid prices will remain firm through _____.

AFFIRMATIVE ACTION PROGRAM: Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORT MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 06-196**

Jackson Irrigation Inc.
COMPANY NAME

3901 S 6th Suite C
STREET ADDRESS OR P.O. BOX

Lincoln NE 68502
CITY, STATE ZIP CODE

420-6277
TELEPHONE

jbyleen@neb.vr.com
E-MAIL ADDRESS


SIGNATURE

Jackson Byleen
PRINT NAME

President
TITLE

6-28-06
DATE

As Specified
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: www.lincoln.ne.gov Keyword: **Bid**

The Intent to Award will be listed on the website when a recommendation is received from the Department